



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER

KATHLEEN C. FELIX

DATE: 10/23/97 TIME: 1158
FEE : 35.00
PAGES: 29
FEE NO: 1997-036959

when recorded mail to:
Mark Lewis
SaddleBrooke Development Company
9532 E. Riggs Rd
Sunhaked, Az 85248-7911


(The above space reserved for recording information)

CAPTION HEADING

Tract Declaration

SaddleBrooke Units Thirty Four, ^{for} Thirty Five and Thirty Five A

When recorded, return to:
Mark Lewis
SaddleBrooke Development Company
9352 East Riggs Road
Sun Lakes, Arizona 85248-7411

	OFFICIAL RECORDS OF PINAL COUNTY RECORDER
KATHLEEN C. FELIX	
DATE: 10/09/97	TIME: 0855
FEE : 59.00	
PAGES: 27	
FEE NO: 1997-035413	

TRACT DECLARATION
FOR
SADDLEBROOKE UNITS THIRTY-FOUR, THIRTY-FIVE, AND THIRTY-FIVE A

This Tract Declaration is made as of the 14th day of October, 1997, by SADDLEBROOKE DEVELOPMENT COMPANY, an Arizona corporation ("Declarant"), and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, as Trustee of its Trust No. 8119 and not in its corporate capacity ("Trustee").

RECITALS:

A. SaddleBrooke Development Company and Trustee executed a Declaration of Covenants, Conditions and Restrictions of SaddleBrooke Country Club No. 2, dated August 3, 1994, which Declaration was recorded in the Official Records of Pinal County, Arizona, on August 5, 1994, at Docket 2032, page 389 et. seq. (as thereafter amended, the "Master Declaration").

B. Article XIV of the Master Declaration contemplates the annexation of Annexable Property (as defined in the Master Declaration) to SaddleBrooke Country Club No. 2 by recordation of Tract Declarations. The real property described on Exhibit "A" hereto (the "Villas Property") constitutes a portion of the Annexable Property.

C. Article IV of the Master Declaration contemplates that Tract Declarations establishing Land Use Classifications for parcels of land will be executed and recorded periodically.

D. SaddleBrooke Development Company and Trustee now desire to annex the Villas Property to SaddleBrooke Country Club No. 2 and to establish the Land Use Classifications for the Villas Property.

E. Owners of Villas Lots (as defined below) will be members of both the Master Association and the Villas Association described below, and shall pay
This document was re-recorded to correct the corporate name on page 2

assessments to both of such associations. Owners of Villas Lots will be subject to the covenants, conditions and restrictions set forth in both the Master Declaration and in this Tract Declaration.

DECLARATION:

Declarant and Trustee declare and agree as follows:

1. DEFINITIONS. Unless otherwise defined herein, capitalized terms used but not defined in this Tract Declaration shall have the meaning given to them in the Master Declaration. The following terms have the meanings set forth below:

(a) "Villas Areas" shall mean any property annexed to the Villas Property in the future as common areas of the Villas Association (and not of the Master Association). There are no Villas Areas as of the date of this Tract Declaration.

(b) "Villas Articles" shall mean the articles of incorporation of the Villas Association, which have or will be filed in the office of the Arizona Corporation Commission, as such articles of incorporation may be amended from time to time.

(c) "Villas Assessments" shall mean Annual Villas Assessments, Special Villas Assessments and/or all other amounts owed by any Owner to the Villas Association.

(d) "Villas Association" shall mean SaddleBrooke Villas association Nos. 34, 35, 35A, Inc., an Arizona nonprofit corporation, its successors and assigns.

(e) "Villas Board" shall mean the Board of Directors of the Villas Association.

(f) "Villas Bylaws" shall mean the Bylaws of the Villas Association, as such Bylaws may be amended from time to time.

(g) "Villas Lots" shall mean Lots that are subject to this Tract Declaration, which consist of the Lots described on Exhibit "A" and the Lots platted in the future on real property annexed to the Villas Property as set forth below.

(h) "Villas Property" shall mean the real property described on Exhibit "A" hereto and any real property annexed to the Villas Property as set forth below.

(i) "Villas Rules" shall mean the rules and regulations adopted by the Villas Board in accordance with this Tract Declaration, the Villas Articles and the Villas Bylaws, as such rules and regulations may be amended from time to time.

(j) "Villas Transition Date" shall mean the later of the Transition Date specified in the Master Declaration or the date the last Villas Lot owned by Declarant or Trustee is conveyed to a third party for value, or sooner in Declarant's sole discretion. DECLARANT AND TRUSTEE RESERVE THE RIGHT TO RETAIN OWNERSHIP OF ONE OR MORE VILLAS LOTS FOR RENTAL OR MARKETING PURPOSES. THIS MAY RESULT IN A SIGNIFICANT OR INDEFINITE DELAY IN THE VILLAS TRANSITION DATE.

(k) "Master Association" shall mean SaddleBrooke Homeowners Association No. 2, Inc.

2. ANNEXATION. The Villas Property is hereby annexed to SaddleBrooke Country Club No. 2 and is hereby made subject to all of the terms and provisions of the Master Declaration. The Villas Property hereafter shall constitute a portion of SaddleBrooke Country Club No. 2.

3. THE VILLAS ASSOCIATION.

(a) Purposes. The purpose of the Villas Association is to landscape and maintain certain portions of the Villas Lots, including certain sprinkler and irrigation systems thereon and certain driveways and walkways thereon, and to maintain and repair the roofs, exterior glass and exterior surfaces of the houses constructed on the Villas Lots, all as more particularly described below.. In addition, if there are ever any Villas Areas, the purpose of the Villas Association also shall be to landscape and maintain the Villas Areas. The Villas Association shall have such other rights and obligations as are provided in this Tract Declaration, the Villas Articles, Villas Bylaws and the Villas Rules. All funds received by the Villas Association shall be held and applied by it for the benefit of the Owners of Villas Lots in accordance with the provisions of this Tract Declaration, the Villas Articles, the Villas Bylaws and the Villas Rules. Unless otherwise expressly agreed in writing by Declarant, neither Declarant nor any of its affiliates shall have any obligation to landscape or maintain any improvements on any Villas Lot.

(b) Villas Areas. Unless otherwise expressly agreed by Declarant in writing, the Villas Areas, if any, shall not constitute Common Area of the Master Association, as defined in the Master Declaration. Declarant shall have the right, but not the obligation, to transfer all or any portion of the Villas Areas, if any, to the Villas Association at any time. Declarant also shall have the right, but not the obligation, to transfer all or any portion of the Villas Areas to the Master Association or any governmental entity at any time. Unless otherwise specified in writing by Declarant, the Villas Association shall maintain and be responsible for all costs and expenses related to the Villas Areas regardless of whether or not they are transferred to the

Villas Association. There are no Villas Areas as of the date of this Tract Declaration, and there may not be any Villas Areas in the future.

(c) Landscaping. The Villas Association shall landscape and shall maintain the landscaping and the sprinkler and irrigation systems, if any, installed by the Villas Association or Declarant on the front, side and back yards of each Villas Lot, including the portion of each Villas Lot that is between (a) the street, any planter wall, entry wall or any wall separating any Villas Lots, and (b) the exterior wall of the residential unit situated on the Villas Lot. The type and amount of landscaping and sprinkler and irrigation system(s), if any, to be installed on the Villas Lots by Declarant or the Villas Association shall be in the sole discretion of the Declarant or the Villas Association, as applicable. After the initial installation of the landscaping on the Villas Lots, Declarant and the Villas Association each shall have the right to make such modifications to the landscaping as it deems appropriate from time to time. No Owner or other person shall install any plants, trees, granite or other landscaping in the portion of their Villas Lot which is to be maintained by the Villas Association pursuant to this subsection, and no Owner of a Villas Lot or other person shall make any changes to the landscaping installed in such area by the Declarant or the Villas Association without the prior written consent of either Declarant or the Villas Association.

(d) Nonstructural Exterior Maintenance. Except as otherwise provided below, the Villas Association shall maintain and repair the roofs and the exterior surfaces of all residential units on the Villas Lots, including but not limited to maintaining the driveways, walkways, exterior glass and paint on the exterior surfaces of the residential units and the walks and driveways on the Villas Lots. The type of paint to be used in the painting of the exterior surfaces of the residential units and the timing and frequency of the painting of the exterior surfaces of the residential units shall be in the sole discretion of the Villas Association. Except for Declarant, no Owner of a Villas Lot or other person shall paint or otherwise alter or modify the exterior surface of any residential unit on the Villas Lot, or make any modifications or changes to the exterior surfaces of any residential unit on a Villas Lot, without the prior written approval of the Villas Association. Notwithstanding anything to the contrary herein, the Villas Association shall not have any obligation to make any structural repairs to any residential unit on any Villas Lot. The Villas Association shall not have any obligation to maintain any heating or air conditioning (HVAC) units for any residential unit. Each Owner shall be solely responsible for the maintenance, repair and replacement of structural improvements on his Villas Lot, and the residential unit and all improvements located thereon, except for any portion of the Villas Lot which is to be maintained by the Association.

(e) Damage or Destruction by Villas Owners. No Villas Lot Owner shall in any way damage or destroy any landscaping, the exterior surface of any residential unit on the Villas Property or any area to be maintained by the Villas Association. If, as a result of the negligent or wrongful acts or omissions of any Owner or resident of a Villas Lot, or its guest, tenant or invitee, any repairs, maintenance, replacements or other work is required on the landscaping, exterior surfaces or other areas maintained by the Villas Association, the expenses incurred by the Villas Association as a result thereof shall be paid to the Villas Association by such Owner upon demand. The amounts owed by such Owner to the Villas Association shall be a lien on the Villas Lot of such Owner, which lien may be enforced by the Villas Association in the same manner as provided elsewhere in this Tract Declaration for the collection and enforcement of Villas Assessments.

(f) Villas Articles and Bylaws. In addition to the rights and powers of the Villas Association set forth in this Tract Declaration, the Villas Association and its directors, officers, employees, agents and members shall have such rights and powers as are set forth in the Villas Articles and Villas Bylaws that are not inconsistent with law. Such rights and powers may encompass any and all things which a natural person could do or which now or hereafter may be authorized by law.

A copy of the Villas Articles and Villas Bylaws shall be available for inspection at the office of the Villas Association during reasonable business hours.

(g) Board of Directors and Officers. The affairs of the Villas Association shall be conducted by the Villas Board and such officers and committees as the Villas Board may elect or appoint in accordance with the Villas Articles and the Villas Bylaws. The Villas Board may appoint various committees and may appoint a manager or managing agent who shall, subject to the direction of the Villas Board, be responsible for the day-to-day operation of the Villas Association. The Villas Board shall determine the compensation to be paid to the manager or managing agent. The Board shall have the power to contract with any outside entity (including the Master Association) for such entity to perform all or any portion of the operations which are the responsibility of the Board.

(h) Villas Rules. The Villas Board shall be empowered to adopt, amend or repeal, as Villas Rules, such rules and regulations as it deems reasonable and appropriate. Villas Rules shall be effective upon adoption or at such later time as may be specified in the Villas Rules, and shall be binding upon all Owners of Villas Lots. The Villas Rules may include the establishment of a system of fines and penalties enforceable as liens in the same manner as liens for Villas Assessments. The Villas Rules shall not be inconsistent with this Tract Declaration, the Villas Articles or the Villas Bylaws. If consistent with the Master Declaration, this Tract Declaration, the Villas Articles and the Villas Bylaws, Villas Rules shall have the same

force and effect as if they were set forth in and were part of this Tract Declaration and shall be binding on the Owners of Villas Lots, and all other persons having any interest in, or making any use of, the Villas Property. The Villas Rules shall be available to each Owner of a Villas Lot upon request at the principal office of the Villas Association.

(i) Indemnification. To the fullest extent permitted by law, (i) every director and officer of the Villas Association, every member of any Villas committee, and Declarant, its agents, employees, officers and directors, shall be indemnified by the Villas Association, and (ii) every other person serving as an employee or direct agent of the Villas Association or on behalf of the Villas Association may, in the discretion of the Villas Board, be indemnified by the Villas Association, against all expenses and liabilities, including without limitation attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having served in such capacity on behalf of the Villas Association (or in the case of Declarant by reason of having appointed, removed or controlled or failed to control members of the Villas Board or any committee of the Villas Association) any settlement thereof, whether or not he is a director, officer or member of the committee or serving in such other specified capacity at the time such expenses are incurred, provided that the Villas Board shall determine that such officer, director, member of the committee or other person, or Declarant, did not act, fail to act, or refuse to act with gross negligence or fraudulent or criminal intent in the performance of his duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise.

(j) Approval of Construction. No building, fence, wall, satellite dish, exterior landscaping, awning, sunshade, solar collector, or other improvement, attached to or detached from other structures, and no decorative alterations, exterior painting, repairs, excavation, roof replacement, wall construction or other work that in any way alters the exterior appearance of any Villas Lot or any improvements thereon (whether or not such change is Visible from Neighboring Property, as defined in the Master Declaration), or that in any way affects the structural integrity of any residential unit on any of the Villas Lots, shall be erected, placed, altered, or maintained on any Villas Lot until the construction plans and specifications and the plans showing the location of the structure or plot plan have been approved by either Declarant or the Villas Board (or any committee established by the Villas Board for that purpose) as to color, quality of workmanship and materials, harmony with the external design and color of existing structures, and as to location with respect to topography and finished grade elevation, except any improvements deemed necessary or appropriate by Declarant. Declarant, the Villas Board and any such committee shall have the right to require any reasonable plans, specifications,

engineering data or other information reasonably related to the construction as a condition to reviewing or approving the proposed construction or other work, and may establish a reasonable fee for such review. Neither Declarant, the Villas Board nor any such committee shall have any liability for the structural integrity or the quality of any such construction or other work, or the design or engineering thereof, notwithstanding any review, approvals, disapprovals, requirements or conditions of Declarant, the Villas Board or any such committee pursuant to this section. No changes or deviation in or from the plans and specifications as approved by the Villas Board shall be made without the prior written consent of the Villas Board. Owners of Villas Lots shall also be subject to all of the provisions of Article XI of the Master Declaration, which deal with architectural approval by the Master Association for improvements on the Lots. The provisions of this section shall not apply to any construction performed by Declarant or its agents or contractors.

(k) Review Fee. Declarant and the Villas Association shall each be allowed to charge the Owner or other party submitting plans a reasonable charge for its costs incurred in reviewing and approving or disapproving the proposed plans. Such charge shall be determined by Declarant and the Villas Board, respectively, from time to time and shall be collected at the time of submission of the plans. Neither Declarant nor the Villas Association shall have any obligation to review or approve plans that are not accompanied by payment of the reasonable fee hereunder.

(l) Review Criteria. The Villas Board shall have the right to disapprove plans and specifications submitted if, in its opinion, the plans and specifications are not in accordance with all of the provisions of this Tract Declaration or are not complete or if, in its opinion, the design, color scheme or location of the proposed structure or improvement is not in harmony with the general surroundings and topography of the Villas Lot or with other buildings and structures in the vicinity, or if the plans and specifications are incomplete. The Villas Board shall, in the exercise of its judgment and determination, act reasonably and in good faith. The decision of the Villas Board shall be final except for possible appeal by the homeowner to the Villas Board.

(m) Non-Liability of Officials. To the fullest extent permitted by law, neither Declarant, the Villas Board, nor any committees of the Villas Association, or any directors, officers, agents, or employees of the Villas Association or Declarant, shall be liable to the Villas Association, any member of the Villas Association, any Owner of a Villas Lot, or any other person or entity, for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, inaction, omission, error, negligence or the like made in good faith and which Declarant, the Villas Board, or such committees or persons reasonably believed to be within the scope of their respective duties.

(n) Contracts with Others for Performance of Villas Association's Duties. Subject to the restrictions and limitations contained herein, the Villas Association may enter into contracts and transactions with others, including Declarant and any affiliated companies or persons, and such contracts or transactions shall not be invalidated or in any way affected by the fact that one or more directors or officers of the Villas Association or members of any committee of the Villas Association are employed by or otherwise connected with Declarant or its affiliates, provided that the fact of such interest shall be disclosed or known to the other directors acting upon such contract or transaction. Any such director, officer or committee member may be counted in determining the existence of a quorum at any meeting of the Villas Board or committee of which he is a member which shall authorize any contract or transaction described above or grant or deny any approval sought by Declarant, its affiliate or any competitor thereof and may vote to authorize any such contract, transaction or approval with like force and effect as if he were not so interested.

4. MEMBERSHIP AND VOTING.

(a) Owners of Villas Lots. Every Owner of a Villas Lot shall be a member of both the Villas Association and the Master Association. Each membership shall be appurtenant to and may not be separated from ownership of the Villas Lot to which the membership is attributable. Joint ownership, or ownership of undivided interests, shall not increase the number of memberships. There may be only one Villas Association membership attributable to each Villas Lot even though there may be two or more Owners of the Villas Lot. The Owners of a Villas Lot shall share the Villas Association membership attributable to the Villas Lot.

(b) Declarant as Member. Notwithstanding anything to the contrary herein, Declarant shall be entitled to the membership and to vote the membership vote as provided below, for each Villas Lot owned by Declarant or by Trustee.

(c) Right to Vote. Each membership shall be entitled to one (1) vote in the Villas Association and the Master Association for each Villa owned by the membership, except that after the Villas Transition Date or in any Villas Association election permitted by Declarant prior to the Villas Transition Date, Declarant shall have the right to ten (10) votes for each Villas Lot owned by Declarant or Trustee. Notwithstanding the foregoing, Declarant shall not have any obligation to cause the Villas Transition Date to occur prior to the sale of all Villas Lots owned by Declarant or Trustee, and Declarant shall not have any obligation to permit any Owners of Villas Lots to vote in any Villas Association election prior to the Villas Transition Date. The Villas Association shall not be obligated to recognize any change in the ownership of a membership for voting or other purposes unless and until the Villas Board is given actual written notice of such change and is provided satisfactory proof thereof. The

vote for each membership in the Villas Association must be cast as a unit, and fractional votes shall not be allowed. In the event that a membership is owned by more than one person or entity and such owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any member casts a vote representing a certain membership, it will thereupon conclusively be presumed for all purposes that he was acting with the authority and consent of all other owners of the same membership unless objection thereto is made at the time the vote is cast. In the event more than one vote is cast for a particular membership, none of the votes for the membership shall be counted and all said votes shall be deemed void.

(d) Suspension of Voting Rights. The Villas Association has the right to suspend the voting rights, if any, of an Owner of a Villas Lot for any period during which any Villas Assessment against such Owner's Villas Lot is delinquent and remains unpaid and, for any other infraction by an Owner of any provision of this Declaration, for a period not to exceed the longer of sixty (60) days or the period during which such infraction continues.

(e) Cumulative Voting for Board Members. In any election of the members of the Villas Board, every owner of a membership entitled to vote for one or more members of the Villas Board at such an election shall have the number of votes for each membership equal to the number of directors to be elected by the election in which the member is entitled to participate. Each member shall have the right to cumulate his votes for one candidate or to divide such votes among any number of the candidates. The candidates receiving the highest number of votes, up to the number of the Villas Board members to be elected, shall be deemed elected.

(f) Membership Rights. Each member of the Villas Association shall have the rights, duties and obligations set forth in this Tract Declaration and such other rights, duties and obligations as are set forth in the Villas Articles, Villas Bylaws, Villas Rules, and the Master Declaration and related documents.

(g) Transfer of Membership. The rights and obligations of a member shall not be assigned, transferred, pledged, conveyed or alienated in any way by an Owner except upon transfer of ownership of such Owner's Villas Lot, and then only to the transferee of ownership to the Villas Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a Villas Lot shall operate to transfer the membership appurtenant to the Villas Lot to the new Owner thereof.

(h) DECLARANT'S CONTROL OF VILLAS ASSOCIATION. NOTWITHSTANDING ANYTHING IN THIS TRACT DECLARATION TO THE CONTRARY, UNTIL THE VILLAS TRANSITION DATE, DECLARANT SHALL HAVE THE RIGHT TO MAINTAIN

ABSOLUTE CONTROL OVER THE VILLAS ASSOCIATION, INCLUDING WITHOUT LIMITATION THE RIGHT TO AMEND THE VILLAS ARTICLES (THROUGH CONTROL OF THE VILLAS BOARD), APPOINT THE OFFICERS, ELECT THE MEMBERS OF THE VILLAS BOARD, AND APPOINT THE MEMBERS OF THE VILLAS ASSOCIATION COMMITTEES. UNTIL THE VILLAS TRANSITION DATE, UNLESS OTHERWISE AGREED BY DECLARANT IN ITS SOLE DISCRETION, ONLY DECLARANT SHALL BE ENTITLED TO CAST ANY VOTE WITH RESPECT TO THE ELECTION OF DIRECTORS TO THE BOARD, REMOVAL OF DIRECTORS OR ANY OTHER MATTER REQUIRING THE APPROVAL OF THE MEMBERS. DECLARANT VOLUNTARILY MAY (BUT SHALL NOT BE REQUIRED TO) RELINQUISH CONTROL OF THE VILLAS ASSOCIATION AND THEREBY REQUIRE THE MEMBERS TO ASSUME CONTROL OF THE VILLAS ASSOCIATION AT ANY TIME. ALL DEBTS AND OBLIGATIONS OF THE VILLAS ASSOCIATION PRIOR TO THE VILLAS TRANSITION DATE SHALL CONTINUE TO BE THE DEBTS AND OBLIGATIONS OF THE VILLAS ASSOCIATION AFTER THE VILLAS TRANSITION DATE, AND DECLARANT SHALL HAVE NO RESPONSIBILITY OR OBLIGATION TO DISCHARGE THOSE DEBTS AND OBLIGATIONS.

(i) EXEMPTION OF DECLARANT AND TRUSTEE FROM RESTRICTIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS DECLARATION, NONE OF THE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS OR OTHER PROVISIONS IN THIS DECLARATION SHALL BE CONSTRUED OR DEEMED TO LIMIT OR PROHIBIT ANY ACT OF DECLARANT OR TRUSTEE, THEIR EMPLOYEES, AGENTS AND CONTRACTORS, OR PARTIES DESIGNATED BY THEM IN CONNECTION WITH THE CONSTRUCTION, COMPLETION, SALE OR LEASE OF LOTS, THE PREMISES, SADDLEBROOKE, ANY PROPERTY ADJACENT TO SADDLEBROOKE, OR ANY PART THEREOF.

5. VILLAS ASSESSMENTS.

(a) Creation of Lien and Personal Obligation. Each Owner, by execution of a purchase contract or otherwise acquiring any interest in a Villas Lot, is deemed to covenant and agree, for himself, his heirs, successors and assigns, to pay to the Villas Association all Villas Assessments, impounds and late payment charges as provided herein and in the Villas Articles and Villas Bylaws. All Villas Assessments, impounds and late payment charges, if any, together with interest, costs and reasonable attorneys' fees, shall be secured by a lien upon the Villas Lot to which they are assessed, and all rents and proceeds of the Villas Lot, as well as being a personal obligation of the Owner of said Villas Lot. The personal obligation for delinquent Villas Assessments shall not pass to successors in title unless (1) expressly assumed by them, or (2) prior to the transfer of title as evidenced by the records of the County Recorder of Pinal County, Arizona, or other appropriate

governmental agency, a notice or affidavit of lien for such Villas Assessment shall have been filed or recorded, or (3) the successor in title had actual or constructive knowledge, at the time the successor came into title, that there were past due assessments on the Villas Lot, or (4) the successor in title did not acquire the Villas Lot by purchase in an arms length transaction. A successor in title shall be deemed to have constructive knowledge of past due assessments if such successor fails to make reasonable inquiry of the Villas Association regarding the existence of any past due assessments on the Villas Lot to be acquired by such successor within thirty days prior to the acquisition of title. The recording of this Tract Declaration constitutes record notice of the lien for Villas Assessments, and no other recordation of any claim or notice of the lien is required. The Villas Association shall have the right but not the obligation, to record a notice of lien against any Villas Lot setting forth the amounts secured by the lien for Villas Assessments.

(b) Purpose of Villas Assessments. The Villas Association shall apply all funds and property received by it, including the Annual and Special Villas Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source for the common good and benefit of the members of the Villas Association by devoting the funds and property to the performance of the purposes of the Villas Association, as set forth above, the expenses of the administration and operation of the Villas Association, and to any other expenses incurred in conformance with this Tract Declaration, the Villas Articles, Villas Bylaws or Villas Rules (which expenses are sometimes referred to herein as "Villas Expenses"). Villas expenses include, without limitation, expenses for (i) painting, repairing, maintaining and replacing the exterior surfaces of the residential units and block walls or fences located on the Villas Lots, including without limitation repairing, maintaining and replacing the roofs and exterior glass of such residential units, (ii) watering, fertilizing, maintaining, repairing and replacing the landscaping and the sprinkler and irrigation systems, if any, installed by the Villas Association or Declarant on the front, side and back yards of each Villas Lot, (iii) maintaining, repairing and replacing driveways located on any Villas Lots, and (iv) maintaining and repairing the Villas Areas, if any. Villas Expenses may also be used for any other purpose that benefits the Owners of Villas Lots, including without limitation, expenses for the acquisition, construction, alteration, maintenance, provision and operation, by any manner or method whatsoever, of any and all land, properties, improvements, recreational facilities, services, projects and security programs, studies and systems, within or without the premises which may be necessary, desirable or beneficial to the general common interests of the Owners of Villas Lots and the members of the Villas Association.

(c) Determination of Villas Assessments. The Villas Board shall, not later than December 1 of each year, determine the annual assessments for the ensuing calendar year (the "Annual Villas Assessments"). Unless otherwise established by the Villas

Board, Annual Villas Assessments shall be paid in monthly installments and shall be due and payable on or before the first day of each month. In addition to the Annual Villas Assessments authorized above, in any assessment year, the Villas Board may at any time during the year levy a special assessment (a "Special Villas Assessment") applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements, including fixtures and personal property related thereto, or for the funding of any operating deficit incurred by the Villas Association. Villas Assessments, whether Annual Villas Assessments, Special Villas Assessments or other assessments deemed necessary by the Villas Board, may be levied evenly among all of the members, or in unequal amounts if specific members or group(s) of members receive services or benefits that are not available to all of the members. Unequal assessments, if any, shall be determined by the Villas Board in its sole discretion provided that a reasonable basis exists to assess unevenly, and such uneven assessments deemed to be delinquent shall be subject to the same penalties, interest and liens described above.

(d) Maximum Annual Villas Assessment. The Annual Villas Assessments for each Villas Lot for calendar year 1997 shall not exceed \$95 per month (the "Maximum Annual Assessment") or the appropriate multiple thereof if assessments are due less frequently than monthly. The Maximum Annual Villas Assessment for each Villas Lot for subsequent calendar years shall increase by ten percent (10%) per year, compounded annually on December 31 of each year. For example, the Maximum Annual Villas Assessment for calendar year 1998 shall be \$104.50 per month, and the Maximum Annual Villas Assessment for calendar year 1999 shall be \$114.95 per month, even if the actual Annual Villas Assessments for 1998 are not increased above 1997 levels. Although the Annual Villas Assessments assessed against each Villas Lot during any calendar year shall not exceed the Maximum Annual Villas Assessment for that year, the Villas Board shall have no obligation to increase the Annual Villas Assessments during any year. **IN ADDITION TO THE ANNUAL VILLAS ASSESSMENT, EACH VILLAS LOT SHALL ALSO BE LIABLE FOR THE PAYMENT OF ASSESSMENTS SET FORTH IN THE MASTER DECLARATION.**

(e) Enforcement of Villas Assessments. The Villas Board may maintain on the clubhouse bulletin board or such other appropriate place, in the sole discretion of the Board, a list of all members whose Villas Assessments (whether Annual Villas Assessments, Special Villas Assessments or otherwise) are past due. In the event of delinquency, the Villas Board may cause to be filed in the office of the County Recorder of Pinal County, a notice or affidavit of non-payment of Villas Assessments and may post a copy thereof upon the Villas Lot. If any member is in default in paying any Villas Assessment (whether Annual Villas Assessment, Special Villas Assessment or otherwise) when such Villas Assessment becomes due and payable,

the member shall be deemed to be delinquent, and the member shall be subject to a late charge equal to the lesser of twenty-five percent (25%) of the delinquent Villas Assessment or the highest late charge permitted by applicable law, which sum and the delinquent sums shall bear interest from the date of such delinquency until paid at the rate of 22% per annum or the highest rate permitted by applicable law, which ever is lower. If any member shall fail or refuse to pay any Villas Assessment when due, then the lien therefor and the interest, costs, reasonable attorneys' fees and any late charges, may be foreclosed by the Villas Association in any manner provided or permitted for the judicial foreclosure of realty mortgages or deeds of trust in the State of Arizona. Subject to the limitation contained in the following sentence, the lien for Villas Assessments on any Villas Lot shall be subordinate to the lien of any First Mortgage in favor of an institutional lender in an arms length transaction. The sale or transfer of any Villas Lot by judicial foreclosure, trustee's sale or any equivalent proceedings under any such First Mortgage shall not affect the lien for Villas Assessments except as to payments that become due prior to such sale or transfer. If the fines or interest rate set forth in this section are not lawful for any reason, then the Villas Board shall have the right to levy reasonable monetary late charges, interest rates and/or penalties against Owners of Villas Lots who fail to pay any Villas Assessments or other amounts to the Villas Association when such amounts are due and payable.

(f) Enforcement After Foreclosure Sale. An action to abate the breach of any of the covenants, conditions, restrictions, servitudes and reservations in this Tract Declaration may be brought against persons or entities who acquire title to any Villas Lot through foreclosure of a Mortgage, whether by judicial foreclosure, trustee's sale or any equivalent proceedings, and against the successors in interest to such persons and entities, even though the breach may have existed prior to the time such persons or entities may have acquired an interest in such Villas Lot.

(g) Subject to Declaration. At such time as a Mortgagee shall come into possession of or become record Owner of a Villas Lot, the Mortgagee shall be subject to all of the terms and conditions of this Declaration including, but not limited to, the obligation to pay all Villas Assessments and charges accruing thereafter, as well as the lien therefor, in the same manner as any other Owner of a Villas Lot.

(h) Reserve Fund. The Villas Board may, in its discretion and to the extent funds therefor are available, establish and maintain a reserve fund by adopting a payment program to the reserve fund in an amount to be established from time to time by the Villas Board. **NEITHER THE VILLAS BOARD, DECLARANT NOR ANY OTHER PERSON OR ENTITY SHALL HAVE ANY LIABILITY FOR FAILING TO ESTABLISH RESERVES, OR RESERVES OF ANY PARTICULAR AMOUNT.**

(i) Commencement of Obligation to Pay Villas Assessments. The obligation to pay the Villas Assessments for each Villas Lot (whether monthly, quarterly, semi-annually, annually or as otherwise decided by the Villas Board) shall commence on the date the Villas Lot is purchased.

(j) Surplus. The Villas Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of Villas Assessments, fees or otherwise) and may carry forward as a surplus any balances remaining. The Villas Association shall not be obligated to reduce the amount of the Annual Villas Assessments in the succeeding year if a surplus exists from a prior year and the Villas Association may carry forward from year to year such surplus as the Villas Board in its discretion may determine to be desirable for the greater financial security of the Villas Association and the accomplishment of its purposes. The Villas Association may, but will not be obligated to, cause all or any part of such surplus to be placed in a reserve fund.

(k) Borrowing. The Villas Association may incur debt and may borrow money, whether from Declarant or third parties, in such amounts, at such rates, upon such terms and security, and for such periods of time, as the Villas Board in its sole discretion deems necessary or appropriate.

(l) No Offsets. All Villas Assessments shall be payable in the amount specified in the Villas Assessment or notice of Villas Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that (a) the Villas Association, the Villas Board or Declarant is not properly exercising its duties and powers as provided in this Tract Declaration, or (b) Villas Assessments for any period exceed Villas Expenses.

(m) Homestead Waiver. Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Tract Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of Arizona now in effect, or in effect from time to time hereafter.

(n) Exemption of Unsold Lots. Notwithstanding anything to the contrary in this Tract Declaration, no Villas Assessments shall be levied upon, or payable with respect to, any Villas Lot or other parcel within SaddleBrooke Country Club No. 2 owned by or leased to Declarant or Trustee, or any affiliate of Declarant, or any shareholder (or such shareholder's successors, heirs or devisees) in Declarant to whom the Villas Lot or parcel has been distributed by Declarant (as distinguished from having been purchased by the shareholder), or by any trustee for any of the aforesaid persons or entities, until such Villas Lot or parcel has been conveyed by

Declarant or Trustee (or said affiliate, shareholder or trustee) to a non-affiliated purchaser thereof. Such exemption applies whether or not there are any improvements on the Villas Lot(s) owned by or leased to Declarant or Trustee.

6. RESERVATION OF RIGHTS BY DECLARANT.

(a) Right to Add Additional Property. Declarant shall have the right, from time to time and in its sole discretion, to bring additional real property or properties, whether residential lots or Common Areas or both or otherwise, within the area served by the Villas Association, by recording with the appropriate authority a declaration of restrictions which makes appropriate reference to the Articles and makes membership in the Villas Association an incident of ownership of any part of the real property described therein. The owner of any lot in any such parcel shall receive one membership in the Villas Association for each such lot, other than Declarant, who shall have ten (10) votes for each such lot owned by Declarant or Trustee. Declarant shall also have the right to bring additional real property or properties, whether residential or Common Areas or both or otherwise, within the area that is subject to this Tract Declaration.

(b) Right to Manage the Villas Association. It is recognized that at the date hereof, Villas Lots and dwellings have not been sold or erected within the Villas Property, nor have all parcels eventually to be served by the Villas Association been planned or subdivided and the Villas Association may not be fully operative. In order that the Villas Lots and dwellings may be sold and erected, the Villas Common Areas protected and the Villas Association stabilized until fully operational, and to provide for consistency in the operation of the Villas Association, until the Villas Transition Date, Declarant or its designated agent shall have the sole and exclusive right to manage the affairs of the Villas Association, to make contracts or agreements on behalf of the Villas Association for maintenance of Common Areas and operation of the Villas Association and to take all action on behalf of the Villas Association for which the Villas Association is authorized by this Tract Declaration, the Villas Articles, Villas Bylaws or Villas Rules; however, Declarant may voluntarily extinguish such rights and transfer the rights to the Villas Association.

(c) Right to Exercise Powers of the Villas Association. Until such time as control of the Villas Association has passed to the members thereof, all right, discretion, power and authority granted to the Villas Association, including the right to collect Villas Assessments, shall, at the option of the Declarant, remain with Declarant or its designated agent, directly or through the Villas Association.

(d) Activation of Members' Voting Rights. Voting rights for the members of the Villas Association other than Declarant shall accrue at the time management of the Villas Association is turned over to the members of the Villas Association.

7. USE OF VILLAS AREAS. Every Owner of a Villas Lot shall have a non-exclusive right and easement of enjoyment in and to the Villas Areas, if any, which right and easement shall be appurtenant to and shall pass with the title to every Villas Lot, subject to the following provisions:

(a) the right of the Villas Association to suspend the voting rights, if any, of an Owner and right of an Owner to use the Villas Areas for any period during which any Villas Assessment or other assessment under the Master Declaration against his Villas Lot is delinquent and remains unpaid and, for any other infraction by an Owner of any provision of this Declaration, for a period not to exceed the longer of sixty (60) days or the period during which such infraction continues;

(b) the right of the Villas Association and/or Declarant as applicable, to dedicate or transfer all or any part of the Villas Areas to any public agency, authority or utility, for such purposes and subject to conditions as may be agreed to by the Villas Board;

(c) the right of Declarant and of the Villas Association (if it is the transferee thereof) to limit the use of the Villas Areas by persons who are not owners of Villas Lots, and to charge admission, membership and other fees to owners and/or nonowners for the use of any recreational or other facility, if any, situated upon the Villas Areas, and to establish rules and regulations pertaining to or restricting the use of any such facility situated upon the Villas Areas;

(d) the right of the Villas Association to borrow money for the purpose of improving, replacing, restoring, expanding or operating the Villas Areas or adding new Villas Areas and, in aid thereof, to mortgage or encumber the Villas Areas, provided that the rights of the lender thereunder shall be subordinated to the rights of the owners of Villas Lots; and

(e) the right of the Villas Association to refuse Owners of Villas Lots access to those Villas Areas, if any, that are not designed for use by Owners of Villas Lots, such as drainage and retention areas, and the right of the Villas Association to change the use of the Villas Areas and to limit the right of Owners to use the Villas Areas accordingly.

8. MASTER DECLARATION BINDING ON VILLAS LOTS. The Villas Property, including all Villas Lots and all Villas Areas, and all interests therein, shall be owned,

occupied, leased, sold and conveyed subject to the Master Declaration. All of the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights set forth in the Master Declaration shall run with the land and be binding upon the Villas Property and all parties having or acquiring any right, title or interest in or to the Villas Property, or any part thereof, and shall inure to the benefit of each person or entity having at any time any interest or estate in the Villas Property, or any part thereof, the Association provided for in the Master Declaration and each member of the Villas Association.

9. RESTRICTIONS TO BE CONSTRUED AS COVENANTS. Each Villas Owner and each Resident of a Villas Lot covenants and agrees with Declarant, its successors and assigns, to use or permit the use of its Villas Lot only in accordance with the covenants, conditions and restrictions applicable to that Villas Lot hereunder and under the Master Declaration.

10. ROADS. Owners of Villas Lots hereby acknowledge that nonresidents of SaddleBrooke may have the right to use certain roadways within SaddleBrooke, whether or not such roadways have been dedicated to the public, and Owners of Villas Lots shall not interfere with or object to such use of such roadways.

11. EASEMENTS IN FAVOR OF DECLARANT AND THE VILLAS ASSOCIATION. Declarant and the Villas Association, and their respective successors, assigns and designees, shall have the right and an easement over all of the Villas Lots, but not in the residential units constructed on the Villas Lots, for the purpose of examining, maintaining, repairing and replacing the landscaping and irrigation systems and the roof, exterior glass and other exterior surfaces of the residential units, as set forth in Section 3 above, for the purpose of performing any other obligations of the Villas Association or exercising any rights of the Villas Association, and for any other reasonable purpose. Declarant and its successors, assigns and designees shall also have the right and an easement over all of the Villas Lots, but not in the residential units constructed on the Villas Lots, for the purpose of performing any construction, reconstruction, warranty work, maintenance, repair, surveying or examination of the Villas Lots and/or any residential units or other improvements thereon, and for any other reasonable purpose specified by Declarant.

12. EASEMENTS FOR ENCROACHMENTS; ADJUSTMENT OF LOT LINES. In the event any residential unit or other structure or any fence or wall constructed as part of the initial construction of improvements on a Villas Lot encroaches upon another Villas Lot or any Villas Areas or Common Areas, a valid easement for such encroachment and for the maintenance of the residential unit, fence, wall or other structure or improvement within the encroachment area shall exist over the Villas Lot, Villas Area or Common Area upon which the residential unit, fence, wall or other

structure or improvement encroaches. As the Villas will consist of a series of attached residences, Declarant intends to construct the dividing walls between the residential units on the Villas Lot lines of the attached residences. If for any reason the dividing wall between any attached residential units is not located on the lot line, then to the fullest extent permitted by law, the lot line between such Villas Lots automatically shall be deemed to have been relocated to the location of such dividing wall.

13. AMENDMENTS TO PLATS. Declarant shall have the right to modify or amend the Plat at any time or times without the consent of any Owners, other than the Owner(s) of the portion of the Villas Property that is the subject of the modification or amendment. Until the Villas Transition Date, Declarant shall not require the consent of the Association or the Villas Association to amend the Plat with respect to any portion of the Villas Property that is owned by the Association or the Villas Association.

14. GENERAL PROVISIONS.

(a) Incorporation. This Tract Declaration shall be considered an integral part of the Master Declaration and shall be construed as if the provisions hereof were set forth in the Master Declaration. This Tract Declaration shall run with all of the Villas Property and shall be enforceable as a part of the Master Declaration. The Recitals to this Tract Declaration are incorporated into this Tract Declaration.

(b) Enforcement and Attorneys' Fees. In the event of any violation or threatened violation of any of the restrictions, conditions or agreements contained herein, Declarant, the Villas Association or any Villas Lot Owner of any property served by the Villas Association may bring an action at law or in equity, for an injunction, damages or such other remedy as may be available. In the event Declarant, the Villas Association or such Villas Lot Owner recovers judgment against any person for a violation or threatened violation of any of the covenants herein, the prevailing party shall be entitled to recover from the losing party the prevailing party's court costs and reasonable attorneys' fees.

(c) Establishment of Restrictions. The Villas Property is now held and shall hereafter be held, transferred, sold, leased, conveyed and occupied subject to the covenants, restrictions and easements set forth in this Tract Declaration, each of which is for, and shall inure to the benefit of, shall run with and be appurtenant to, and shall be binding upon, every portion of the Villas Property, and shall apply to and bind the heirs, assignees and successors-in-interest of every owner of any portion of the Villas Property.

(d) Use. Each Villas Lot Owner, lessee, tenant, or other user or occupant of any Villas Lot covenants and agrees with Declarant, its successors and assigns, to use or permit the use of its Villas Lot only in accordance with the covenants, conditions and restrictions applicable to that Villas Lot hereunder and under the Master Declaration.

(e) Purpose of the Restrictions. The purpose of this Tract Declaration is to ensure the quality, development and use of the Villas Property and to enhance and protect the value, desirability and attractiveness of the Villas Property.

(f) No Waiver. The failure of Declarant, the Villas Association, the Master Association or any Owner to enforce any restrictions, conditions, covenants or agreements contained herein shall not give rise to any claim or cause of action against Declarant, the Villas Association, the Master Association or such Owner, nor shall such failure to enforce be deemed a waiver or abandonment of this Tract Declaration or any provision hereof.

(g) Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular and plural, and to a trust, corporation, other legal entity or to an individual, as the identity of the applicable persons or entities may require.

(h) Severability. If any provision of this Tract Declaration or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Tract Declaration or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

(i) Captions. The marginal or topical headings of the Sections contained in this Tract Declaration are for convenience only and do not define, limit or construe the contents of the Sections of this Tract Declaration.

(j) Joint and Several Liability. In the case of joint ownership of a Villas Lot, the liabilities and obligations of each of the joint Owners set forth in or imposed by this Tract Declaration shall be joint and several.

(k) Binding Effect. Deeds to and instruments affecting all or any part of the Villas Property may contain the covenants herein set forth by reference to this Tract Declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the covenants shall be binding upon the grantee-owner or other person claiming through any instrument and his heirs, executors, administrators, successors and assigns.

(l) Rule Against Perpetuities. If any of the options, privileges, covenants or rights created by this Tract Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue until 21 years after the death of the survivor of the now living descendants of Edward J. Robson.

(m) Amendments. This Tract Declaration may, with the consent of both Declarant and of the Owners of 51% of the Villas Lots, be amended, modified or revoked in whole or in part at any time, by recording an Amendment in the Office of the Pinal County Recorder. In addition, this Tract Declaration may be amended, modified or revoked in whole or in part at any time by Declarant and by the Owner(s) of the portion of the Villas Property that is the subject of such amendment, modification or revocation, by recording an Amendment in the office of the Pinal County Recorder, Pinal County, Arizona.

(n) Interpretation. Except for judicial construction, Declarant and the Villas Association, by its board of directors, shall have the exclusive right to construe and interpret the provisions of this Tract Declaration. Nothing contained in the preceding sentence shall affect or impair any rights of the Association to construe, interpret or enforce any provision of the Master Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the construction or interpretation of the provisions hereof by unanimous agreement of Declarant and the Villas Association shall be final, conclusive and binding as to all persons and property benefited or bound by the provisions hereof, and the interpretations by Declarant alone shall presumptively be deemed correct and binding.

15. USE OF VILLAS LOTS - AGE RESTRICTION.

(a) Housing for Older Persons. The Villas Property is a portion of SaddleBrooke Country Club No. 2. SaddleBrooke Country Club No. 2 is intended for and operated for occupancy in at least eighty percent (80%) of its Dwelling Units by at least one person fifty-five (55) years of age or older per Dwelling Unit. All Dwelling Units must be occupied by at least one person forty (40) years of age or older. Subject to compliance with the Requirements for Exemption as set forth below, no person who has not yet reached his or her nineteenth (19th) birthday shall reside permanently at SaddleBrooke Country Club No. 2. The Board of the Master Association, in its sole discretion, shall have the right and power to determine when a person resides "permanently" at SaddleBrooke Country Club No. 2.

(b) Occupancy of Dwelling Unit. The Fair Housing Amendments Act of 1988 (Public Law 100-430, approved September 13, 1988) (as amended, the "Fair Housing Act") prohibits discrimination in the sale, rental and financing of dwellings

based on familial status; that is, discrimination based on the domicile of individuals under eighteen (18) years of age. Therefore, housing facilities generally are not permitted to prohibit occupancy by persons under eighteen (18) years of age. However, the Fair Housing Act provides that a housing facility is exempt from this restriction if the following requirements, as more fully set forth in the Fair Housing Act and as supplemented by the regulations promulgated thereunder (collectively and as they may be amended from time to time, the "Requirements for Exemption"), are satisfied:

a) at least eighty percent (80%) of the units are occupied by at least one (1) person fifty-five (55) years of age or older per unit;

b) the housing facility has significant facilities and services specifically designed to meet the physical or social needs of older persons; and

c) policies and procedures are published and adhered to which demonstrate an intent by the owner or manager to provide housing for persons fifty-five (55) years of age or older.

Declarant intends for SaddleBrooke Country Club No. 2 to comply with the Requirements for Exemption of the Fair Housing Act. Therefore, (i) at least one occupant in each Dwelling Unit in SaddleBrooke Country Club No. 2 must be at least fifty-five (55) years of age or older, except as hereinafter set forth, (ii) the Master Association is hereby directed to provide for or arrange for the provision of significant facilities and services specifically designed to meet the physical or social needs of older persons as contemplated by the Fair Housing Act and the regulations promulgated thereunder, and (iii) the Master Association is hereby directed to publish and adhere to policies and procedures that demonstrate an intent to provide housing for persons fifty-five (55) years of age or older. If the Requirements for Exemption are amended, then the Master Association is directed to take such other reasonable action as is required to comply with the Requirements for Exemption.

(c) Board Discretion. The Requirements for Exemption contemplate that up to twenty-percent (20%) of the units in a housing facility may be occupied by persons all of whom are under the age of fifty-five (55) without loss of the exemption, and that the eighty percent (80%) requirement does not apply until twenty-five percent (25%) of the units in the housing facility are occupied. Accordingly, the Board of the Master Association, upon application by an owner, tenant, purchaser or proposed lessee, shall have the right and option, at such Board's sole and absolute discretion, to allow a Dwelling Unit to be occupied only by individuals under the age of fifty-five (55) provided at least one (1) occupant of the Dwelling Unit is at least forty (40) years of age and provided that the Board of the

Master Association takes appropriate action to comply with the Requirements for Exemption. The Board of the Master Association shall exercise its discretion based upon criteria that such Board shall determine, which criteria shall include, by way of example and not limitation, information then known to such Board concerning potential or pending changes in occupancy of other Dwelling Units in SaddleBrooke Country Club No. 2, if any, and the ages of any likely remaining occupants of such Dwelling Units, proximity to age fifty-five (55) of those occupants of other Dwelling Units in SaddleBrooke Country Club No. 2 then under such age, and any other information known to and deemed relevant by the Board in its sole discretion. The Master Association, acting through the Board, shall have the right to promulgate rules and regulations necessary to comply with the Requirements for Exemption.

(d) Declarant Rights: Limitations. Notwithstanding the provisions of Section (c) above, Declarant shall have the right to convey Dwelling Units owned by Declarant (or Trustee) to purchasers who intend that the Dwelling Units be occupied only by persons under fifty-five (55) years. However, for so long as the Fair Housing Act is in effect, Declarant will take reasonable action to ensure that such conveyances by Declarant to purchasers under the age of 55 do not constitute a violation of the Requirements for Exemption. Each Dwelling Unit shall at the first change of occupancy thereafter be subject to the requirement that at least one (1) occupant be fifty-five (55) years of age or over unless waived by the Board pursuant to the provisions of Section (c) above.

(e) Notice to the Master Association. In the event there is a change in the occupants of the Dwelling Unit (e.g., a death or a divorce) so that at least one (1) of the occupants is no longer fifty-five (55) years of age or older, the Owner must immediately notify the Master Association of such change in writing.

(f) No Liability. Notwithstanding anything contained herein to the contrary, it is acknowledged and agreed that although it is the intent of Declarant and the Master Association that SaddleBrooke Country Club No. 2 be exempt from the familial status provisions of the Fair Housing Act and that persons eighteen (18) year of age or younger be prohibited from residing permanently at SaddleBrooke Country Club No. 2, no representation or warranty is given that SaddleBrooke Country Club No. 2 will comply with the Requirements for Exemption. If for any reason SaddleBrooke Country Club No. 2 is not exempt from the familial status provisions of the Fair Housing Act and, therefore, it is unlawful to discriminate at SaddleBrooke Country Club No. 2 on the basis of familiar status, neither Declarant, Trustee, the Master Association, nor any of their respective affiliates shall have any liability in connection therewith.

15. LAND USE CLASSIFICATIONS. The Land Use Classification of the Villas Lots is Cluster Residential Use. The Land Use Classification of the Villas Areas is Villas Association Use, which refers to common area of the Villas Association.

16. PHASE 1 RECREATIONAL FACILITIES. The rights of Owners and Residents of Villas Lots to use the golf course, clubhouse and other recreational amenities and facilities owned or operated by SaddleBrooke Homeowners' Association #1, Inc. are subject to the terms and limitations set forth in the Reciprocal Use Agreement, dated as of October 2, 1996, among Declarant, the Master Association and SaddleBrooke Homeowners' Association #1, Inc., as such Reciprocal Use Agreement may be modified or amended from time to time.

17. RIGHT OF ANNEXATION. Declarant expressly reserves the right at any time to annex additional real property to the Villas Property without the consent of any Villas Owner or other party. The annexation shall be accomplished by Declarant recording with the County Recorder of Pinal County, Arizona, a supplemental tract declaration that subjects the annexed property to this Tract Declaration and includes the legal description of the Property being annexed and that may in Declarant's discretion establish the Land Use Classification of the annexed property. Declarant shall not be obligated to annex any additional property to the Villas Property. However, Declarant currently expects to annex a future Unit 34 to Villas Property in the manner set forth above. A supplemental tract declaration annexing property as permitted hereunder may contain such complementary additions to and modifications of this Tract Declaration, as this Tract Declaration applies to the annexed property, as may be necessary or appropriate in Declarant's sole discretion to reflect the different character, if any, of the annexed property.

IN WITNESS WHEREOF, Declarant and Trustee have executed this Tract Declaration as of the date first above written.

DECLARANT:

SADDLEBROOKE DEVELOPMENT COMPANY,
an Arizona Corporation

By _____

Its Chairman

TRUSTEE:

FIRST AMERICAN TITLE INSURANCE
COMPANY, as Trustee of its Trust No. 8119,
and not personally

By

Stanley Scott Hissard

Its

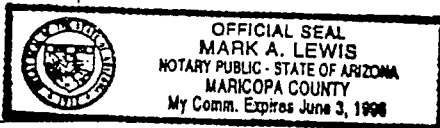
TRUST OFFICER

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of October, 1997 by E.J. Robson, the Chairman of SADDLEBROOKE DEVELOPMENT COMPANY, an Arizona corporation, on behalf of such corporation.

Mark A. Lewis
Notary Public

My Commission Expires:

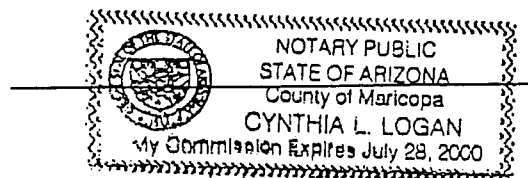


STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 8th day of October, 1997 by Stanley Mathisen, the Trust Officer of FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, as Trustee of its Trust No. 8119, on behalf of First American Title Insurance Company, as Trustee of such trust and not personally.

Cynthia L. Logan
Notary Public

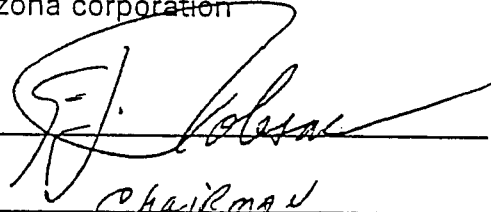
My Commission Expires:



RATIFICATION

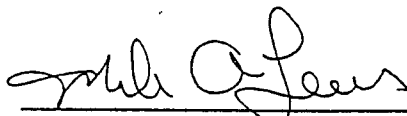
The undersigned ratify and approve the execution of the foregoing Tract Declaration.

SDC LAND INVESTMENT CORPORATION II,
an Arizona corporation

By X 
Its Chairman

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 14th day of October, 1997 by Robert E. J. Robson, the Chairman of SDC LAND INVESTMENT CORPORATION II, an Arizona corporation, on behalf of the corporation.


Notary Public

My Commission Expires:



Exhibit "A"

The Villas Property

Lots 1 (one) through 141 (one hundred forty-one) inclusive, Tracts B & C and Common Area "A", SaddleBrooke Unit Thirty-Five, according to Cabinet B, Slide 141, records of the Pinal County Recorder, Pinal County, Arizona.

AND

Lots 1 (one) through 72 (seventy-two) inclusive, Tracts B, C & D and Common Area "A", SaddleBrooke Unit Thirty-Five "A" according to Cabinet B, Slide 142, all according to records of the Pinal County Recorder, Pinal County, Arizona.

FINAL PLAT SADDLEBROOKE UNIT THIRTY-FIVE IN PART, A PORTION OF THE NORTH HALF OF SECTION 34, T10S., R11E., G & S R.D., & M., PINAL COUNTY, ARIZONA JANUARY, 1997

GENERAL NOTES FOR SADDLEBROOKE UNIT THIRTY-FIVE

1. THE PLAT IS BEING SUBMITTED AS THE FINAL AND COMPLETE PLAT FOR THE UNIT.
2. THE PLAT IS BEING SUBMITTED AS THE FINAL AND COMPLETE PLAT FOR THE UNIT.
3. THE PLAT IS BEING SUBMITTED AS THE FINAL AND COMPLETE PLAT FOR THE UNIT.
4. THE PLAT IS BEING SUBMITTED AS THE FINAL AND COMPLETE PLAT FOR THE UNIT.
5. THE PLAT IS BEING SUBMITTED AS THE FINAL AND COMPLETE PLAT FOR THE UNIT.
6. THE PLAT IS BEING SUBMITTED AS THE FINAL AND COMPLETE PLAT FOR THE UNIT.
7. THE PLAT IS BEING SUBMITTED AS THE FINAL AND COMPLETE PLAT FOR THE UNIT.
8. THE PLAT IS BEING SUBMITTED AS THE FINAL AND COMPLETE PLAT FOR THE UNIT.
9. THE PLAT IS BEING SUBMITTED AS THE FINAL AND COMPLETE PLAT FOR THE UNIT.
10. THE PLAT IS BEING SUBMITTED AS THE FINAL AND COMPLETE PLAT FOR THE UNIT.
11. THE PLAT IS BEING SUBMITTED AS THE FINAL AND COMPLETE PLAT FOR THE UNIT.
12. THE PLAT IS BEING SUBMITTED AS THE FINAL AND COMPLETE PLAT FOR THE UNIT.
13. THE PLAT IS BEING SUBMITTED AS THE FINAL AND COMPLETE PLAT FOR THE UNIT.
14. THE PLAT IS BEING SUBMITTED AS THE FINAL AND COMPLETE PLAT FOR THE UNIT.
15. THE PLAT IS BEING SUBMITTED AS THE FINAL AND COMPLETE PLAT FOR THE UNIT.
16. THE PLAT IS BEING SUBMITTED AS THE FINAL AND COMPLETE PLAT FOR THE UNIT.
17. THE PLAT IS BEING SUBMITTED AS THE FINAL AND COMPLETE PLAT FOR THE UNIT.
18. THE PLAT IS BEING SUBMITTED AS THE FINAL AND COMPLETE PLAT FOR THE UNIT.
19. THE PLAT IS BEING SUBMITTED AS THE FINAL AND COMPLETE PLAT FOR THE UNIT.
20. THE PLAT IS BEING SUBMITTED AS THE FINAL AND COMPLETE PLAT FOR THE UNIT.

APPROVALS

THESE PLANS HAVE BEEN PREPARED AS THE FINAL AND COMPLETE PLAT FOR THE UNIT.

[Signatures and Stamps]

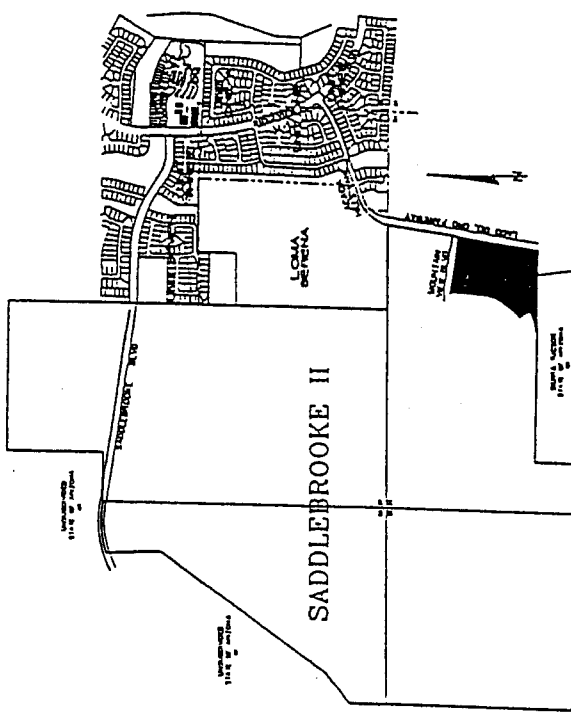
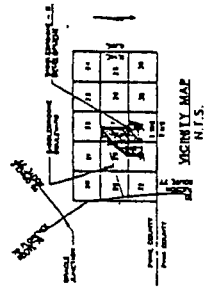
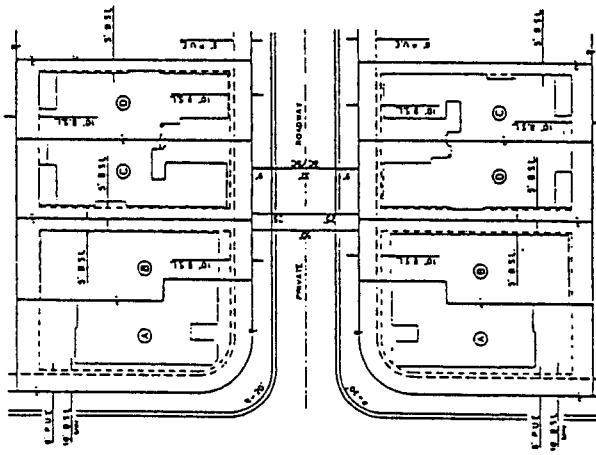
RECORDING:
State of Arizona
County of Pinal
Recorder's Office

TABLE OF REQUIREMENTS

REQUIREMENT	COMPLETION DATE	STATUS
1. PRELIMINARY PLAT	1996	100%
2. FINAL PLAT	1997	100%
3. RECORDING	1997	100%
4. RECORDING	1997	100%
5. RECORDING	1997	100%
6. RECORDING	1997	100%
7. RECORDING	1997	100%
8. RECORDING	1997	100%
9. RECORDING	1997	100%
10. RECORDING	1997	100%
11. RECORDING	1997	100%
12. RECORDING	1997	100%
13. RECORDING	1997	100%
14. RECORDING	1997	100%
15. RECORDING	1997	100%
16. RECORDING	1997	100%
17. RECORDING	1997	100%
18. RECORDING	1997	100%
19. RECORDING	1997	100%
20. RECORDING	1997	100%

PLANNED AREA DEVELOPMENT DATA

OWNER: BR ENGINEERING INC.
DEVELOPER: SADDLEBROOKE DEVELOPMENT COMPANY
ENGINEER: BR ENGINEERING INC.



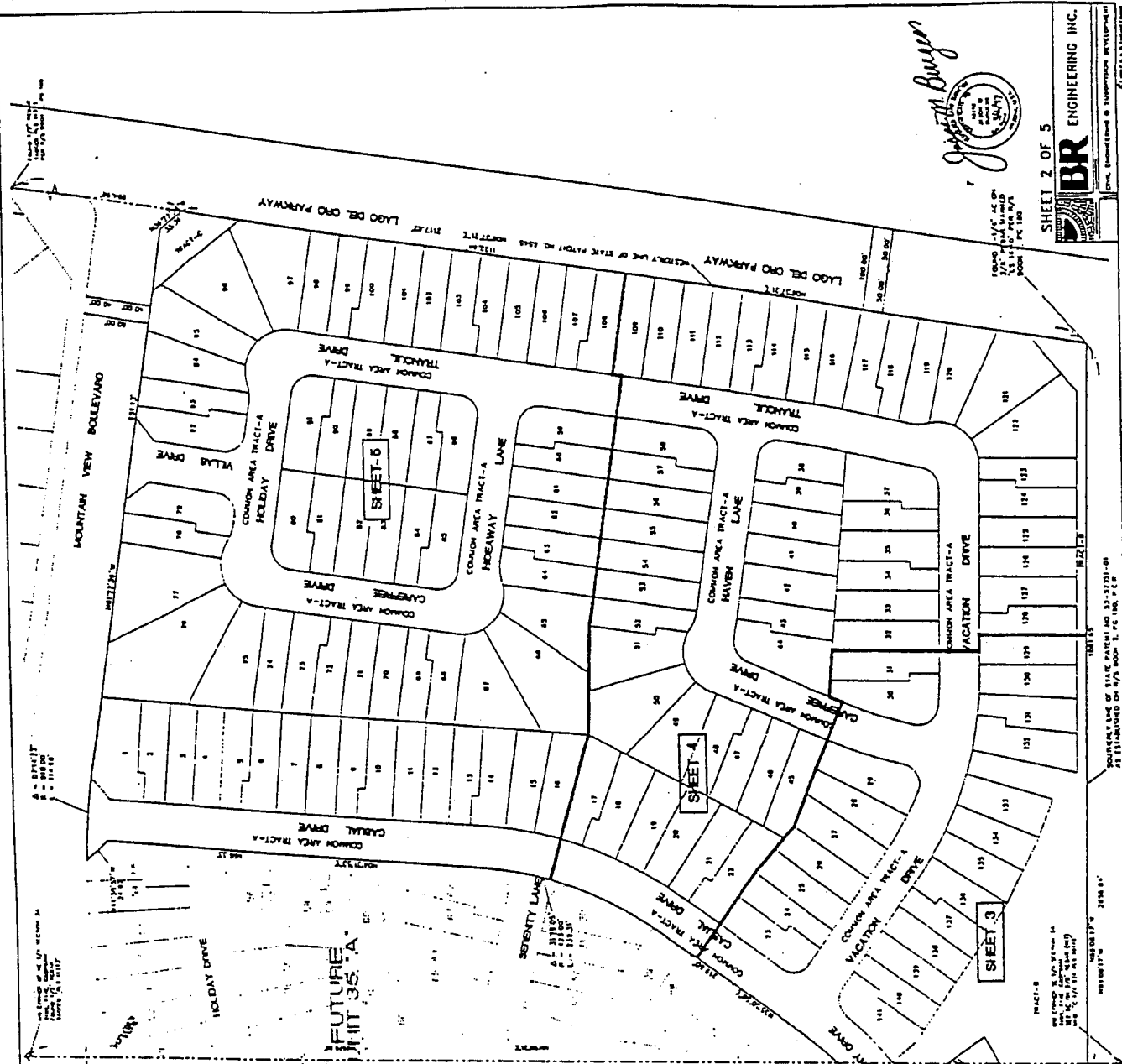
BR ENGINEERING INC.
3335 S. MESA LANE, WILSONVILLE, OR 97148
503-535-9000

SADDLEBROOKE DEVELOPMENT COMPANY
3335 S. MESA LANE, WILSONVILLE, OR 97148
503-535-9000

CERTIFICATE OF TITLE AND DECLARATION
STATE OF ARIZONA
COUNTY OF PINAL

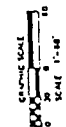
I, the undersigned, being duly qualified and sworn as a Notary Public in and for the County of Pinal, State of Arizona, do hereby certify that the foregoing plat is a true and correct copy of the original plat on file in my office, and that the same conforms to the provisions of the laws of Arizona relating to the recording of such plats.

CERTIFICATE OF LAND SURVEYOR
I, the undersigned, being duly qualified and sworn as a Land Surveyor in and for the State of Arizona, do hereby certify that the foregoing plat is a true and correct copy of the original plat on file in my office, and that the same conforms to the provisions of the laws of Arizona relating to the recording of such plats.



FINAL PLAT SADDLEBROOKE UNIT THIRTY-FIVE

BEING A PORTION OF THE THIRD PART OF SECTION 34,
T10S., R14E., G. & S. 8E. & M. PINAL COUNTY, ARIZONA
JANUARY, 1997



LEGEND

- 1 ALL LOTS ARE PRIVATE (COMMON AREA TRACTS "A")
- 2 A 1/2" MIN AND MAX W/ 1" AND 1/2" AS AT ALL CORNERS
- 3 DASH INDICATES NON-ADJACENT ACCESS EASEMENT
- 4 DASH INDICATES PUBLIC UTILITY EASEMENT

DATE	1997
BY	J. S. G.
CHECKED BY	J. S. G.
APPROVED BY	J. S. G.
DATE	1997

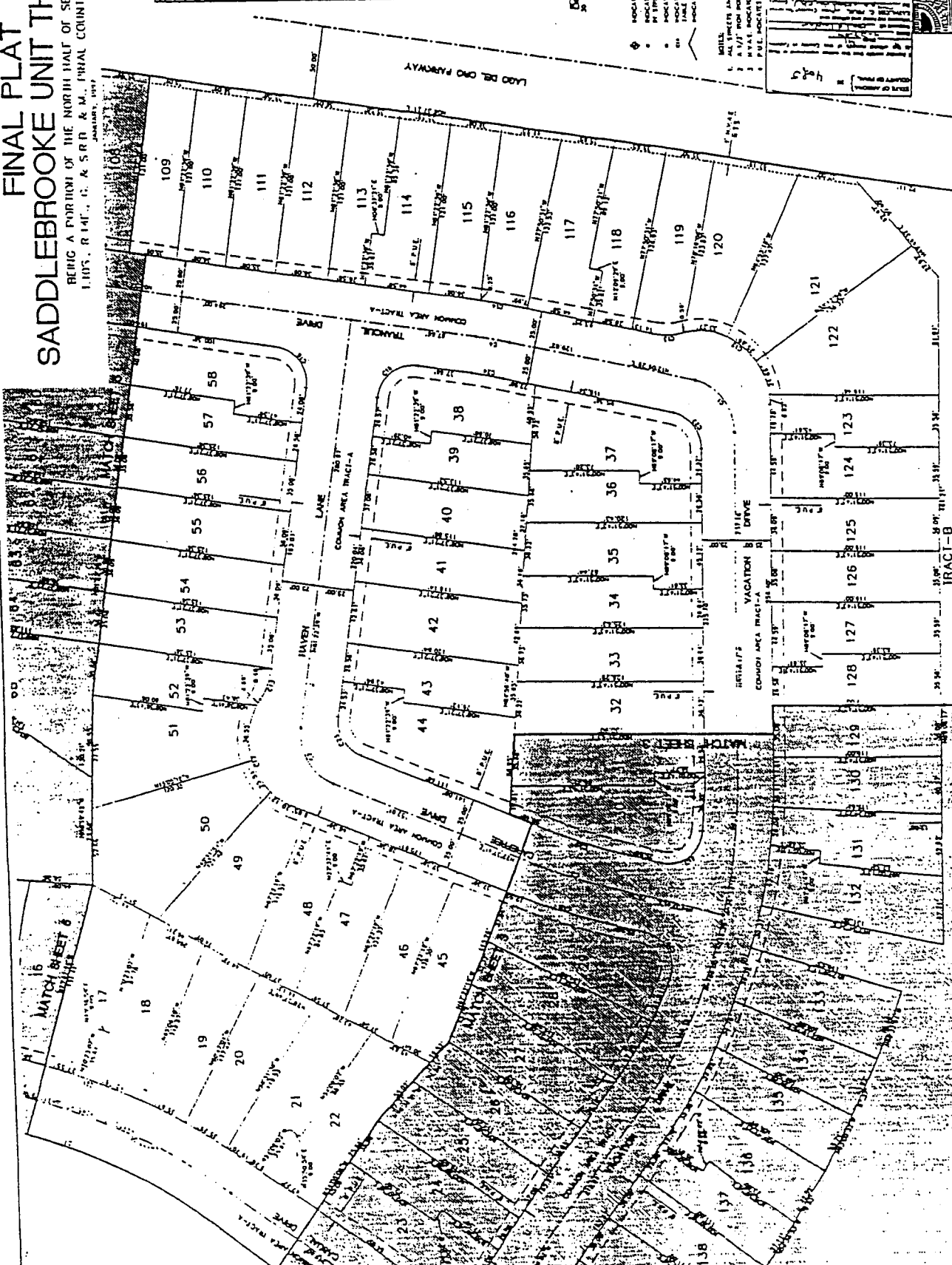
Joseph M. Buyer

SHEET 2 OF 5
BR ENGINEERING INC.
LOCAL ENGINEERING & SURVEYING DEVELOPMENT

SOURCE: LINE OF STATE PATENT NO. 33-21731-01
AS ESTABLISHED BY S. P. C. 100, P. 10, 100, 100

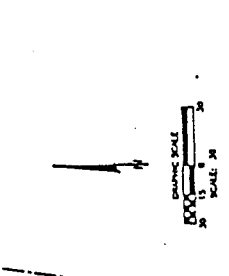
SECTION 34, T10S., R14E., G. & S. 8E., PINAL COUNTY, ARIZONA
AS ESTABLISHED BY S. P. C. 100, P. 10, 100, 100

FINAL PLAT
SADDLEBROOKE UNIT THIRTY-FIVE
 BEING A PORTION OF THE NORTH HALF OF SECTION 34,
 1105, R 14E, G. & SRD & M., PHOENIX COUNTY, ARIZONA
 JANUARY, 1997



CURVE TABLE DATA

CURVE	BEARING	DELTA	LENGTH
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'
C1	34.00°	92.4711°	139.43'



BR ENGINEERING INC.
 1105 N. CENTRAL AVENUE, PHOENIX, ARIZONA 85004
 (602) 922-2222

SHEET 4 OF 5

1. SHEETS ARE PREPARED FOR EACH TRACT "A"
 2. A 1/4" FROM HIM WILL BE SET AND FACED AT ALL CORNERS
 3. P.V.L. INDICATES NON-VOLUNTARY ACCESS EASEMENT
 4. P.U.L. INDICATES PUBLIC UTILITY EASEMENT

FINAL PLAT SADDLEBROOKE UNIT THIRTY-FIVE

BEING A PORTION OF THE NORTH HALF OF SECTION 34,
T.10S., R.14E., G. & S.R.B. & M., PINAL COUNTY, ARIZONA
AUGUST, 1997

STATE OF ARIZONA
COUNTY OF PINAL
S-C-S

Having verified that the above described plat was prepared by a duly licensed Professional Engineer, I hereby certify that the same is correct and true to the original survey and conforms to the laws of this State.

Notary Public
JAMES M. BUEYER

CONV. TABLE DATA

POINT	BEARING	DISTANCE	LENGTH
C1	34.00°	79.9117'	41.15'
C2	34.00°	79.9117'	41.15'
C3	34.00°	79.9117'	41.15'
C4	34.00°	79.9117'	41.15'
C5	34.00°	79.9117'	41.15'
C6	34.00°	79.9117'	41.15'
C7	34.00°	79.9117'	41.15'
C8	34.00°	79.9117'	41.15'
C9	34.00°	79.9117'	41.15'
C10	34.00°	79.9117'	41.15'
C11	34.00°	79.9117'	41.15'
C12	34.00°	79.9117'	41.15'
C13	34.00°	79.9117'	41.15'
C14	34.00°	79.9117'	41.15'
C15	34.00°	79.9117'	41.15'
C16	34.00°	79.9117'	41.15'
C17	34.00°	79.9117'	41.15'
C18	34.00°	79.9117'	41.15'
C19	34.00°	79.9117'	41.15'
C20	34.00°	79.9117'	41.15'
C21	34.00°	79.9117'	41.15'
C22	34.00°	79.9117'	41.15'
C23	34.00°	79.9117'	41.15'
C24	34.00°	79.9117'	41.15'
C25	34.00°	79.9117'	41.15'

LEGEND

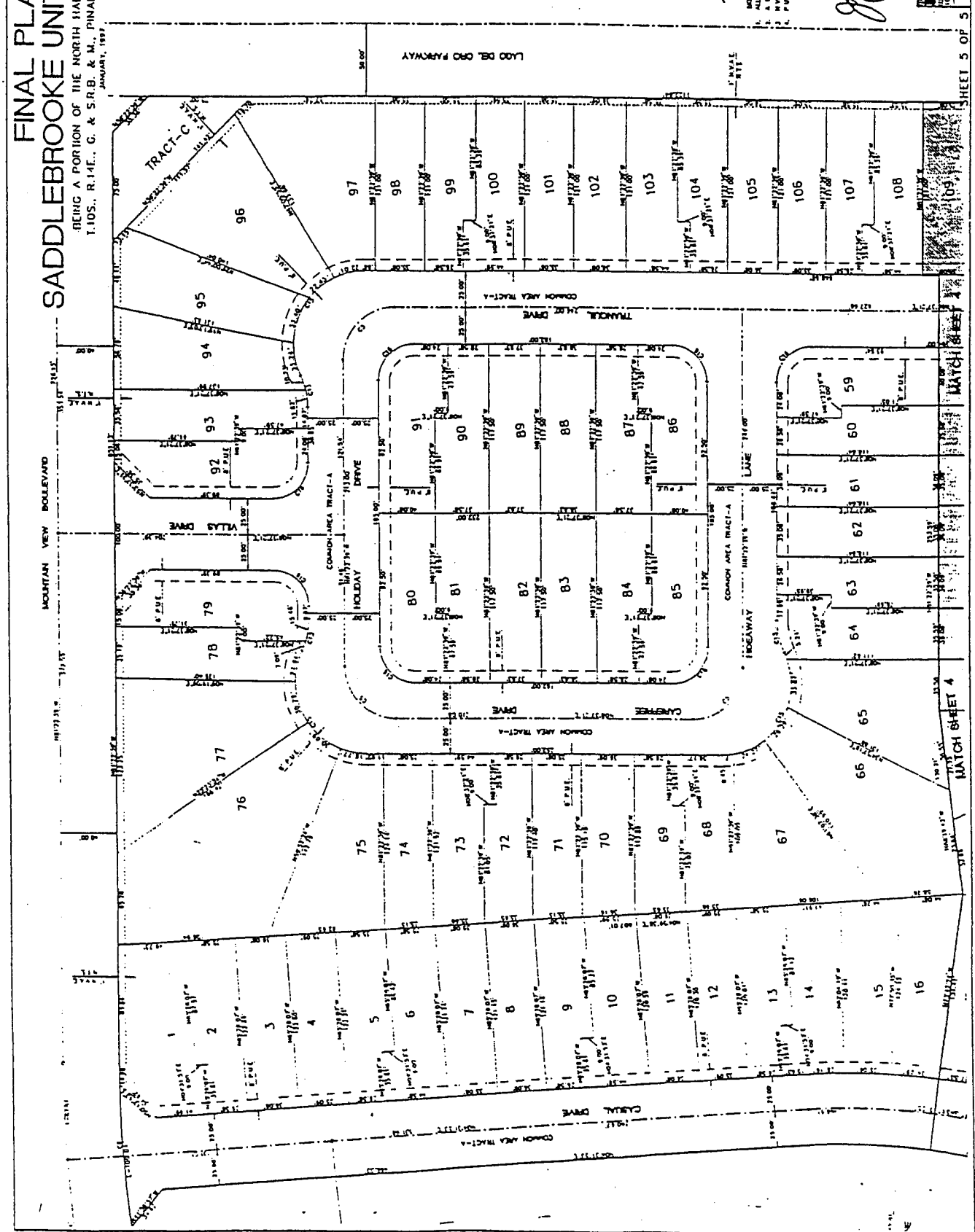
- ROCKET MONUMENT FOUND AS NOTED
- ROCKET MONUMENT FOUND AS NOTED IN PLAT TO BE SET IN CONCORD
- ROCKET FOUND F. JAMES MONUMENT
- ROCKET FOUND NAME, SEE DATA TABLE AND SET
- ROCKET SUBDIVISION BOUNDARY

NOTE:

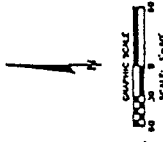
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "A"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "B"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "C"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "D"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "E"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "F"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "G"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "H"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "I"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "J"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "K"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "L"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "M"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "N"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "O"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "P"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "Q"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "R"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "S"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "T"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "U"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "V"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "W"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "X"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "Y"
- ALL SETBACKS ARE PER THE COMMON AREA PLAT "Z"

BR ENGINEERING INC.
Civil, Electrical & Environmental Engineering

James M. Bueyer
Professional Engineer
No. 12345
State of Arizona



THIS PLAN IS THE PROPERTY OF
 BR ENGINEERING INC.
 ALL RIGHTS RESERVED.
 NO PART OF THIS PLAN IS TO BE
 REPRODUCED OR TRANSMITTED IN ANY
 FORM OR BY ANY MEANS, ELECTRONIC
 OR MECHANICAL, INCLUDING PHOTOCOPYING,
 RECORDING, OR BY ANY INFORMATION
 STORAGE AND RETRIEVAL SYSTEM, WITHOUT
 THE WRITTEN PERMISSION OF BR ENGINEERING
 INC.



LEGEND

- ◆ INDICATES MONUMENT FOUND AS NOTED
- INDICATES A "T" SHAPED SHAPED MONUMENT
- INDICATES TO BE SET IN CONCRETE
- INDICATES FOUND "T" SHAPED MONUMENT
- INDICATES FOUND MONUMENT, SEE CURVE DATA
- INDICATES MONUMENT BOUNDARY

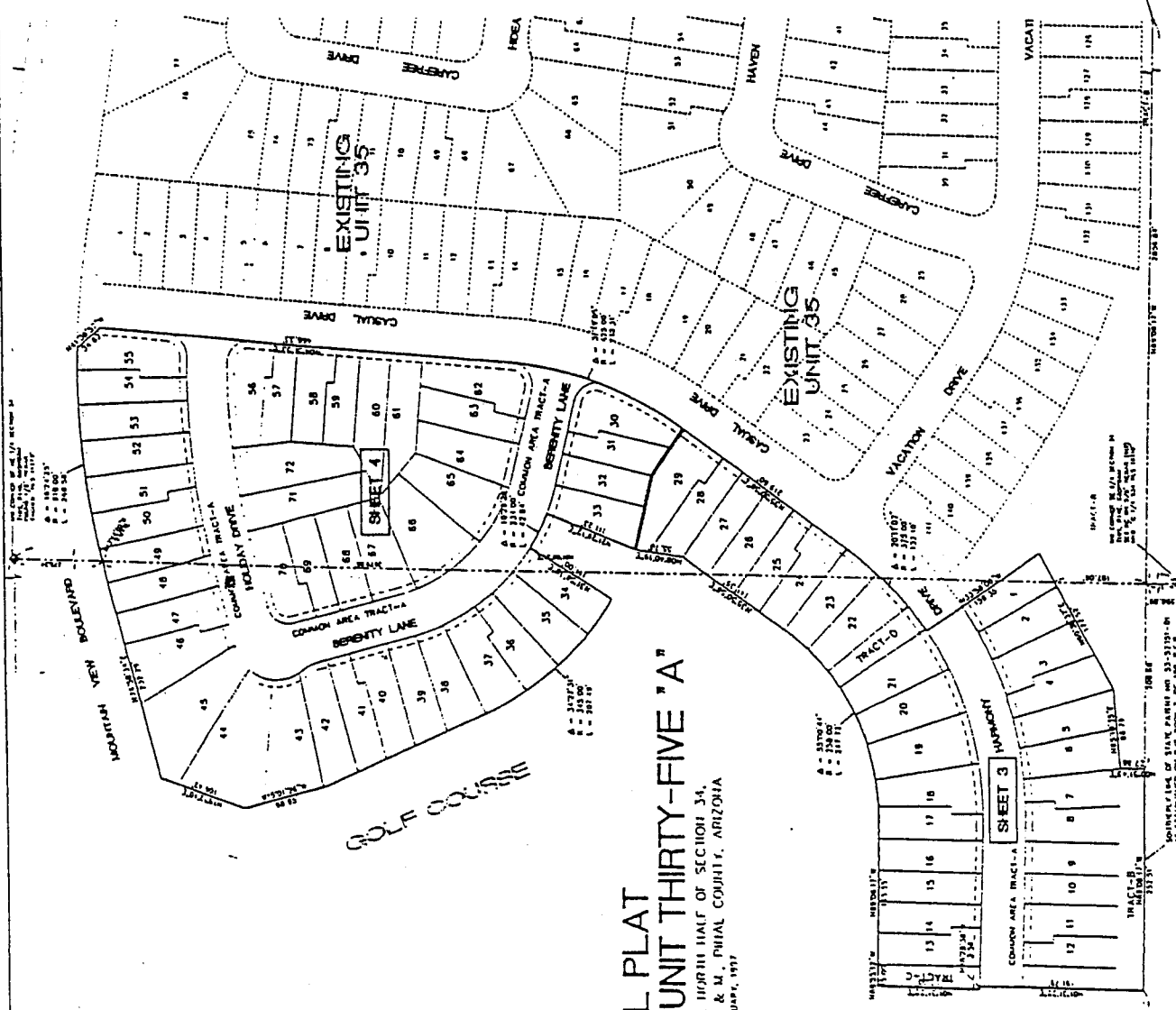
NOTES:
 1. ALL LOTS ARE PRIVATE (COMMON AREA TRACT "A")
 2. ALL LOTS SHALL BE SET AND LOCATED AT ALL CORNERS
 3. ALL LOTS SHALL BE NON-VOLUNTARY ACCESS EASEMENT
 4. ALL LOTS SHALL BE PUBLIC UTILITY EASEMENT

Joseph M. Bueger
 BR ENGINEERING INC.
 1105 RIALC, G. & S.R.B. & M., PHOENIX, ARIZONA
 JANUARY, 1997



FROM 3-1/2" X 4" ON
 3/4" PAPER SHOWN
 AS SHOWN ON SHEET
 11-105 RIALC, G. & S.R.B. & M.

SHEET 2 OF 4



FINAL PLAT
SADDLEBROOKE UNIT THIRTY-FIVE "A"
 BEING A PORTION OF THE NORTH HALF OF SECTION 34,
 T10S, R14C, G. & S.R.B. & M., PHOENIX COUNTY, ARIZONA
 JANUARY, 1997

TRACT "A" IS A
 1/4 AC. LOT
 1105 RIALC, G. & S.R.B. & M.

MONUMENTS OF 1/4" DIA. SHALL BE SET AT ALL CORNERS
 AND AT ALL POINTS OF CURVATURE
 1105 RIALC, G. & S.R.B. & M.

MONUMENTS OF 1/4" DIA. SHALL BE SET AT ALL CORNERS
 AND AT ALL POINTS OF CURVATURE
 1105 RIALC, G. & S.R.B. & M.

FINAL PLAT

SADDLEBROOKE UNIT THIRTY-FIVE "A"

BEING A PORTION OF THE NORTH HALF OF SECTION 34,
 T10S, R14E, G & GRD. & M., PINAL COUNTY, ARIZONA
 JANUARY, 1997

GOLF COURSE

STATE OF ARIZONA
 COUNTY OF PINAL
 18 3064

CURVE TABLE DATA

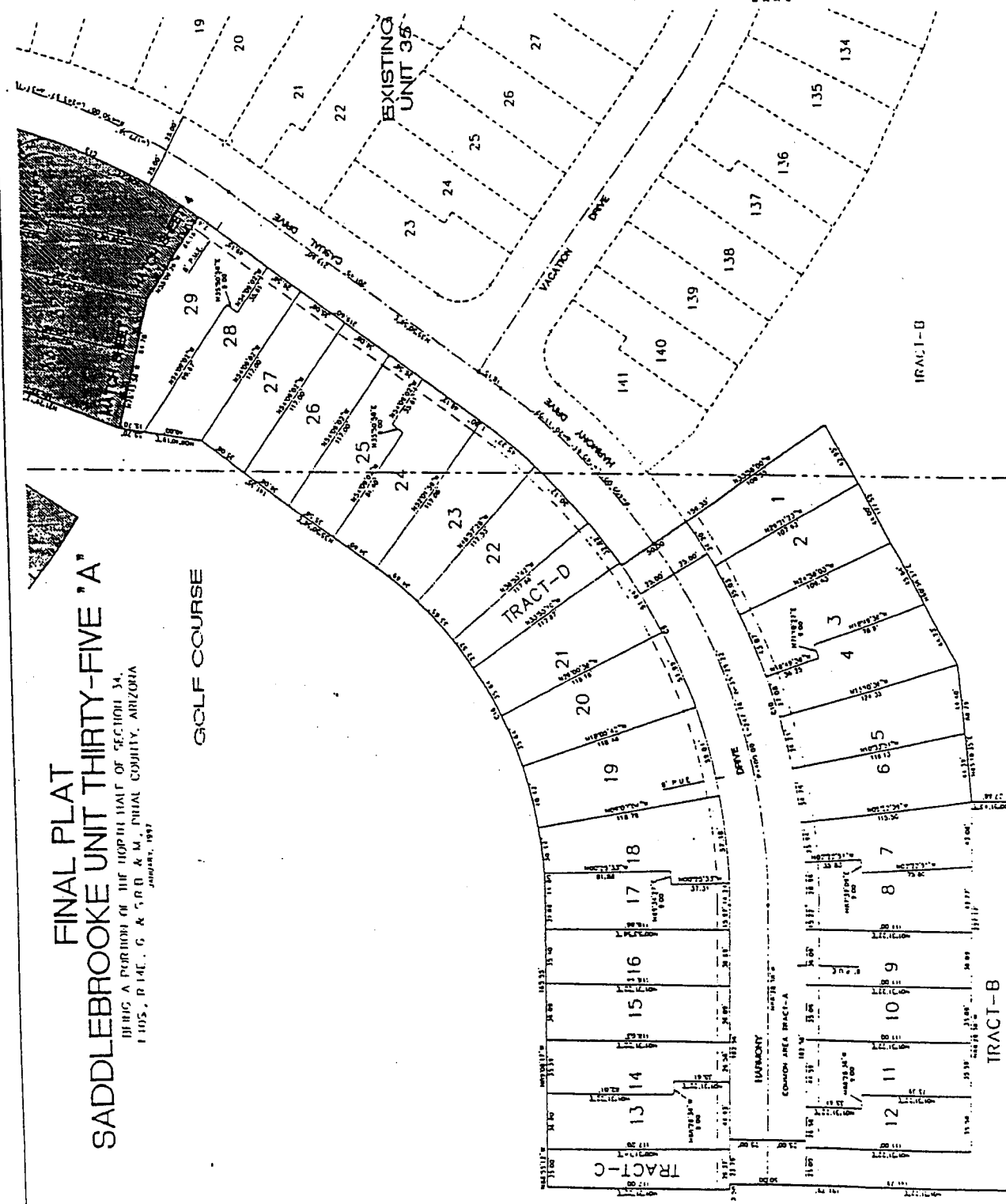
CURVE	ADIUS	CHORD	LENGTH
C1	33.00'	89.3731'	37.73'
C2	33.00'	127.537'	51.85'
C3	33.00'	107.0506'	42.11'
C4	33.00'	121.4747'	49.14'
C5	33.00'	114.2217'	45.84'
C6	33.00'	119.9321'	48.61'
C7	33.00'	117.9233'	47.49'
C8	33.00'	117.8131'	47.46'
C9	33.00'	122.0937'	50.24'
C10	33.00'	122.9237'	50.43'
C11	33.00'	127.2817'	53.19'
C12	33.00'	128.1192'	53.37'
C13	33.00'	131.8137'	54.93'
C14	33.00'	132.6512'	55.11'
C15	33.00'	136.3457'	56.67'
C16	33.00'	137.1832'	56.85'



LEGEND

- ◆ INDICATES MONUMENT FOUND AS NOTED
- INDICATES A "S" SHIPPED MONUMENT IS LOCATED TO BE SET IN CORNER
- INDICATES A "P" SHIPPED MONUMENT IS LOCATED TO BE SET IN CORNER
- INDICATES A "V" SHIPPED MONUMENT, SEE COME DATA
- INDICATES MONUMENT
- INDICATES SUBDIVISION BOUNDARY

- REMARKS**
- ALL DISTANCES ARE MEASURED (COMMON AREA TRACT "A")
 - A 1/2" THICK IRON ROD WILL BE SET AND FACED AT ALL CORNERS
 - BY ALL MEANS, MONUMENTS SHALL BE PLACED AT ALL CORNERS
 - P.U.E. INDICATES PUBLIC UTILITY EASEMENT



John M. Berger

BR ENGINEERING INC.

Civil, Mechanical & Subdivision Engineering

FINAL PLAT SADDLEBROOKE UNIT THIRTY-FIVE "A"

HUBBARD A COMPANY OF THE CORPORATION OF J.C. BOYD SA,
1107, P. 14, G & P. H & M, CORDA COMMERCIAL, ARIZONA
January, 1977

STATE OF ARIZONA
COUNTY OF PINAL
No. 444
APPROVED FOR RECORDING
BY THE COUNTY CLERK
JAN 10 1977
RECORDED
BY THE COUNTY CLERK
JAN 10 1977

CURVE	PRODUCT	AREA	LENGTH
C1	31.807	887.771	31.87
C2	31.807	887.771	31.87
C3	31.807	887.771	31.87
C4	31.807	887.771	31.87
C5	31.807	887.771	31.87
C6	31.807	887.771	31.87
C7	31.807	887.771	31.87
C8	31.807	887.771	31.87
C9	31.807	887.771	31.87
C10	31.807	887.771	31.87
C11	31.807	887.771	31.87
C12	31.807	887.771	31.87
C13	31.807	887.771	31.87
C14	31.807	887.771	31.87
C15	31.807	887.771	31.87
C16	31.807	887.771	31.87
C17	31.807	887.771	31.87



- LEGEND
- INDICATES MONUMENT FOUND AS NOTED
 - INDICATES A 7" BRASS SPARK MONUMENT IN STREETS TO BE SET IN COOKING
 - INDICATES FOUND 7" BRASS MONUMENT
 - INDICATES CURVE NUMBER, SEE CURVE DATA
 - INDICATES SUBSTATION BOUNDARY

- NOTES
1. ALL STREETS ARE PRIVATE (COMMON AREA TRACT "A")
 2. A 1/2" IRON ROD WILL BE SET AND MARKED AT ALL CORNERS
 3. N.P.C. INDICATES NON-VEHICULAR ACCESS EASEMENT
 4. P.V.C. INDICATES PUBLIC UTILITY EASEMENT



B.R. ENGINEERING INC.
1107, P. 14, G & P. H & M, CORDA COMMERCIAL, ARIZONA

